

Attachment #10  
Local Exchange Tariff  
(For Review Purposes Only)

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

**TITLE SHEET**

**Application of Tariff**

This tariff contains the descriptions, regulations and charges applying to the provision of intrastate telecommunications service by Empire One Telecommunications, Inc., 55 Washington Street, 9th Floor, Brooklyn, New York 11201. Toll Free Telephone: 1-888-420-0300.

This Tariff applies for competitive telecommunications services furnished within the State of Illinois. This tariff is on file with the Illinois Commerce Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**CHECK SHEET**

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original	38	Original
13	Original	39	Original
14	Original	40	Original
15	Original	41	Original
16	Original	42	Original
17	Original	43	Original
18	Original	44	Original
19	Original	45	Original
20	Original	46	Original
21	Original	47	Original
22	Original	48	Original
23	Original	49	Original
24	Original	50	Original
25	Original	51	Original
26	Original	52	Original

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**TABLE OF CONTENTS**

Title Sheet .....	1
Check Sheet .....	2
Table of Contents .....	3
Concurring or Connecting Carriers .....	4
Symbols .....	5
Tariff Format .....	6
Section 1 - Technical Terms and Abbreviations .....	7
Section 2 - Rules and Regulations .....	8
Section 3 - Description of Services Offered .....	31
Section 4 - Rate Schedules .....	34
Section 5 - Individual Case Basis Arrangements .....	52

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- D - Deleted or Discontinued Material
- I - Change Resulting In A Rate Increase
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Rate Reduction
- T - Change In Text Only, No Change In Rate

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

---

Issued: , 2004

Effective: , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

---

**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the customer's location to a switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Carrier or Company** - Whenever used in this tariff, "Carrier" or "Company" refers to Alticomm, Inc., unless otherwise specified or clearly indicated by the context.

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Commission** - The Illinois Commerce Commission.

**Due Date** - The last day for payment without unpaid amounts being subject to a late payment charge.

**Exchange Access Line** - The serving central office line equipment and all plant facilities up to and including the Standard Network Interface.

**Holidays** - The Company's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**ILEC** - Incumbent Local Exchange Carrier.

**LEC** - Local Exchange Company.

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 1 - DEFINITIONS AND ABBREVIATIONS (contd.)**

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Normal Business Hours** - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201



---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

- 2.1.1 A The Company undertakes to furnish resold intrastate telecommunications services under the terms of this tariff. Service is available 24 hours a day, seven days a week.
- 2.1.1 B The Company is responsible under this tariff only for the services provided herein. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

**2.1.2 Terms and Conditions**

- 2.1.2.A Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be discontinued if a Customer's account remains unpaid after the close of business on the last day to pay as printed on the most recent shut-off notice or by giving five days prior written notice that service will be discontinued. All calculations of dates set forth in this tariff shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.1.2 Terms and Conditions (contd.)**

- 2.1.2.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.2.C This tariff shall be interpreted and governed by the laws of the State of Illinois.
- 2.1.2.D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.2.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.2 Shortage of Equipment or Facilities**

- 2.2.A The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 2.2.B The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

**2.3 Use of Service**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of the Company**

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.4 Liabilities of Company, cont.**

- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.5 Equipment**

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her remises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

**2.6 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

**2.7 Deposits**

Deposits will be collected by the Company in accordance with 83 Illinois Administrative Code, Chapter I, Section 735.120, and as follows:

- 2.7.1 Amount and Form of Deposit: Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit will not exceed an amount equal to two (2) months' estimated charges for residential service customers and four (4) months' estimated charges for business service customers. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation, and may be required in addition to an advance payment.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.7 Deposits (contd.)**

Estimated charges for customers shall be based on the average monthly billing of the past six (6) months to that customer. If the applicant does not have 6 months service, the Company may use the average monthly bill for that class and type of service to determine the deposit amount. The estimated deposit for a customer may take into consideration past billing history for service of another company if service was provided within Illinois and within six months of the application.

New deposits from Customers are reviewed after the first three monthly bills have been rendered; if too much has been taken, the excess is returned. If the amount of a deposit is inadequate, the Customer shall be required to pay an additional deposit on receipt.

The Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

**2.7.2 Refund of Deposits:**

2.7.2.1 Deposits plus interest will be refunded after being held for twelve (12) months, if:

- (a) the customer has paid any past due bill for service owed to the Company;
- (b) service has not been discontinued for nonpayment;
- (c) the Customer has not paid late four (4) times; or
- (d) the Company has no evidence that the customer used a device or scheme to obtain service without payment.

2.7.2.2 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.7.2.3 Interest on Deposits**

**2.7.2.3.1** Deposits held for business customers will accrue interest at a rate equivalent to the rate prescribed by the Commission in December of each year. Interest is credited to the customer annually, or upon termination of the service, or upon return of the deposit by the Company.

**2.7.2.3.2** Deposits held for residential customers will accrue simple interest at the rate specified by the Commission and will be credited or paid to the Customer while the Company holds the money.

**2.7.2.4** Deposits From New or Existing Residential Customers 62 Years of Age or Older.

All new residential Customers or Existing residential Customers who are 62 years of age or older shall be exempt from any deposit requirements unless such person's telephone service was terminated for nonpayment during the preceding six months.

Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date the verification of age is requested from any existing Customer, the Company may terminate service unless the Customer pays the required deposit.

Any new residential Customer or existing residential Customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.7.2.5 Deposits from New or Existing Residential Customers Receiving Public Assistance.**

The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a deposit.

**2.7.3 Interest on Customer Overpayments**

A Customer who makes a payment to the Company in excess of the Correct charge for telephones service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be the greater of the unadjusted customer deposit rate or the applicable late payment rate. The interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded. No interest will be paid on customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

**2.8 Payment for Services**

2.8.1 Charges for services offered by the Company are due upon receipt of invoice, but will be considered timely if paid within 21 days after the bill is rendered. Bills will be considered rendered when deposited in the U.S. mail with postage prepaid. The Company may disconnect service for nonpayment of an invoice by the due date after eight (8) days after written notice is mailed to the customer by the Company or five (5) days after hand delivering the written notice.

2.8.3 The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201



---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.8 Payment for Services (contd.)**

2.8.4 Billing inquiries may be directed to the Company at its toll free number 866-282-4200. The Company's billing invoices will be considered correct and binding upon the Customer if no written notice is received from the Customer within thirty (30) days of the date of the invoice. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice or the service may be subject to disconnection.

**2.9 Taxes**

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

**2.10 Late Payment Charge**

The Company will assess a late payment charge equal to the amount prescribed in this tariff. A late payment penalty may be assessed only once on any bill for services.

**2.11 Cancellation by Customer**

Customer may cancel service by providing written or oral notice to the Company.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.12 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

**2.13 Termination of Service by Carrier**

The Company may discontinue service or cancel service for any of the following:

2.13.1 The Company may discontinue or refuse service for any of the reasons set forth below:

- A For failure to make or increase a deposit as set forth herein.
- B For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer. The Company may discontinue service if the current customer is liable for a past due bill for telephone service pursuant to Section 15 of the Rights of Married Persons Act [750 ILCS 65/15], unless the Customer, at the option of the Company, pays any past due bill and/or provides a deposit pursuant to Section 735.120 and/or enters into a deferred payment agreement.
- C. For failure to provide company representatives with necessary access to the company-owned service equipment, after the Company has made a written request for access.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.13 Termination of Service by Carrier (contd.)**

- D. For violation of or noncompliance with a Commission order.
- E. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.
- F. The Customer's use of equipment adversely affects the Company's service to others. this disconnection may be done without notice to the Customer or user.
- G. The Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.
- H. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- I. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.13 Termination of Service by Carrier**

2.13.2 The following will not constitute sufficient cause for discontinuance or refusal of service:

- A. Except as set forth in section 2.13.1.B. above, failure to pay the past due bill of a previous customer of the premises to be served, unless the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customer, or the previous customer is currently a member of the same household as the applicant.
- B. Failure to pay charges for directory advertising.
- C. Failure to pay the past due bill for a different class of service (residential or business).
- D. Failure to pay charges for terminal equipment or other telephone equipment purchased from the Company, an affiliate, or a subsidiary.

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.13 Termination of Service by Carrier (contd.)**

**2.13.3 Discontinuance Procedures**

- A. The Company will discontinue service after it has mailed or delivered a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance will be delivered separately from any other written matter or bill.
- B. Notice of discontinuance will not be mailed before the third business day following the due date shown on the bill.
- C. Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. the Company will not discontinue service beyond the 20 day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.
- D. Service will not be discontinued for a past due bill after 12:00 noon on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Illinois, or any day when the utility's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three hours of receipt of payment.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.13 Termination of Service by Carrier (contd.)**

2.13.4 The following additional provisions will apply for the termination of residential service:

- A. For medical emergencies, an additional 30 days will be allowed for Customers before termination, provide a medical certificate is supplied. The medical emergency status may be extended beyond 30 days, upon submission of required documentation. During the pendency of the emergency, Customers will be able to defer payment of monthly charges in an amount set by the Commission until the emergency ceases or it is determined that Customers have the ability to pay the charges.
- B. Where a Customer is identified to the Company as being blind, disabled or 62 years of age or older and all other occupants of the household are under 18 years of age, or 62 years of age or older, blind or disabled, an additional 30 days will be allowed before termination may occur. The Company shall make a diligent effort to contact by phone or in person an adult resident at the location for purpose of devising a payment plan eight days before the date of termination.

**2.14 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.15 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

**2.16 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.17 Dishonored Check Charge**

Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution, shall be charged a per check fee as set forth in the rate section of this tariff.

**2.18 Reconnection Charge**

The Company will charge a reconnection fee as set forth in this tariff.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.19 Customer Complaints**

Customers can reach the Company's Customer Service department by dialing 1-888-420-0300 toll free. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner. Unresolved disputes may be directed to the attention of the Illinois Commerce Commission as follows:

Illinois Commerce Commission  
527 East Capitol Avenue  
P.O. Box 19280  
Springfield, Illinois 62794-9280  
Phone: (217) 524-5064

**2.20 Access to Telephone Relay Services**

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

**2.21 Access to Carrier of Choice**

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201



---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.22 Directory Listings**

2.22.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.

2.22.2 The Company is not liable for any errors or omissions in directory listings.

**2.23 Universal Emergency Telephone Number Service (911, E911)**

2.23.1 Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

2.23.2 This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.23 Universal Emergency Telephone Number Service (911, E911), contd.**

- 2.23.3 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.23.4 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.23.5 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.23.6 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.23 Universal Emergency Telephone Number Service (911, E911), contd.**

- 2.23.7 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, *or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.*

Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.24 Telecommunications Relay Service (TRS):**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

2.24.1 The Company concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing and Voice Impaired as filed by the Illinois Telecommunications Access Corporation in its ILL.C.C. No. 3 tariff; (2) intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by the Illinois Telecommunications Access Corporation in its ILL.C.C. No. 4 tariff.

2.24.2 The Company extends this concurrence to any and all changes which may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL.C.C. No. 3 and ILL.C.C. No. 4 tariffs.

2.24.3 The Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

**2.25 ITAC Supplement Charge:**

Pursuant to the Order dated May 5, 1999, the Illinois Commerce Commission in Docket No. 99-0182, the Company will impose a supplemental charge of six cents (6 cents) per month per line for all subscriber lines other than Centrex-type lines, and a charge of .6 cents for each Centrex-type line, effective with bills rendered on or after June 1, 1999, or at the beginning of the first cycle after June 1, 1999.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.26 Telephone Assistance Programs**

**2.26.1 General**

- A. To qualify for low-income assistance, the applicant must participate in any of the following assistance programs. The Illinois Department of Human Services will certify the applicant's participation in assistance programs (a) and (b), below for purposes of eligibility.
  - (1) Medicaid
  - (2) Food Stamps
  - (3) Supplemental Security Income (SSI)
  - (4) Federal Housing Assistance
  - (5) Low-Income Home Energy Assistance (LIHEAP)
- B. The low-income programs are funded through voluntary contributions from Illinois customers.
- C. The Company will obtain verification either through the Department of Human Services or, in lieu of electronic verification, applicant's signature on the form contained in Part 757 as Exhibit E, shall constitute proof of income eligibility.
- D. The low-income assistance shall be available to only one access line per low-income household.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.12 Telephone Assistance Programs (contd)**

**2.26.2 Supplemental Link-Up Assistance**

- A. A credit of up to 50% of the connection charge, not to exceed \$30.00, will be applied to each new eligible customer.

**2.26.3 Supplemental Lifeline Assistance**

- A. Eligible customers may receive a discount of \$1.50 on their monthly telephone service.

**2.26.4 Voluntary Contributions**

- A. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the Company on the customer's telephone bill. The voluntary contribution shall not reduce the customer's telephone bill. The voluntary contribution shall not reduce the customer's total monthly bill amount due to the Company for telephone services or other charges.

- (1) Residential customers may elect to contribute:

- (a) \$0.50
- (b) \$1.00
- (c) \$2.00
- (d) \$5.00

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.12 Telephone Assistance Programs (contd)**

**2.26.4 Voluntary Contributions (contd.)**

(2) Business customers may elect to contribute:

- (a) \$1.00
- (b) \$5.00
- (c) \$10.00
- (d) \$25.00

- B. Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time upon providing at least 30 days notice to the Company.
- C. Failure by the customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

**3.1 Service Areas**

The Company will provide Interexchange services on a statewide basis. Local Exchange Services will be offered throughout the geographic area serviced by the Company's underlying carrier(s) within the state of Illinois.

**3.2 Product Descriptions**

**3.2.1 Residential Local Exchange Service**

Residence Local Exchange provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number, as well as access to the service.

Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use; in the study of a clergyman located in a church, in a college fraternity or sorority house, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201



---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

**3.2.2 Business Local Exchange Services**

The Company's Business Services are offered for local calling using the facilities of the Company's authorized underlying Local Exchange Carrier(s). The Company's Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

If a Subscriber's service changes from business service to residential service, the telephone number will normally be changed. Reference of calls will not normally be provided regardless of how long existing directories will remain in effect. Changes from residential to business service may be made without change in telephone number, if the subscriber so desires.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

**3.2 Product Descriptions, cont.**

**3.2.3 Directory Listings**

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

**3.2.4 Directory Assistance**

A telephone number will be provided by an operator to requesting customers after providing the city of residence and name of the party in question. All customers shall be provided a record of the date and time of each directory assistance call made from their residence.

**3.3 Promotional Offerings**

The Company may, from time to time, offer promotions which may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The company will notify the Commission of promotional offerings prior to the effective date of the promotion.

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES**

**4.1 Local Exchange Monthly Recurring Service Rates**

**4.1.1 Network Access Line Charge**

	Business <u>MRC</u>	Residence * <u>MRC</u>
Access Area A	\$4.75	\$2.42
Access Area B	\$7.80	\$5.25
Access Area C	\$11.28	\$8.55

\* Residence Network Access rates listed are for Market Service Area 1 only. Network Access Line Charge for all other Market Service Areas is \$9.00 per month.

**4.1.2 Local Usage, Market Service Areas 1, 2, 3, 6, 7, 9 and 15**

Local Usage rates apply in addition to Network Access Line Charges in Section 4.1.1 above.

**A. Peak Rates:**

	Business		Residence	
	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>
Band A	\$0.0380	\$0.0143	*	*
Band B	\$0.0760	\$0.0380	*	*
Band C	\$0.1140	\$0.1140	\$0.0950	\$0.0950

\* Residence Bands A and B are untimed at \$0.0500 per call.

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES, CONT.**

**4.1 Local Exchange Monthly Recurring Service Rates (contd.)**

4.1.2 Local Usage, Market Service Areas 1, 2, 3, 6, 7, 9 and 15 (Contd.)

B. Shoulder Peak Rates:

Shoulder Peak rate period applies between 8:00 a.m. and 9:00 a.m., 11:00 a.m. and 2:00 p.m. and 8:00 p.m. and 9:00 p.m., Monday through Friday.

	Business		Residence	
	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>
Band A	\$0.0380	\$0.0143	*	*
Band B	\$0.0760	\$0.0380	*	*
Band C	\$0.1140	\$0.1140	\$0.0950	\$0.0950

\* Residence Bands A and B are untimed at \$0.0450 per call.

C. Off-Peak Rates:

Off-Peak rate period applies between 9:00 p.m. and 8:00 a.m., Monday through Friday, and 9:00 p.m. Friday through 8:00 a.m. Monday.

	Business		Residence	
	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>
Band A	\$0.0380	\$0.0143	*	*
Band B	\$0.0760	\$0.0380	*	*
Band C	\$0.1140	\$0.1140	\$0.0950	\$0.0950

\* Residence Bands A and B are untimed at \$0.0300 per call.

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES, CONT.**

**4.1 Local Exchange Monthly Recurring Service Rates (contd.)**

**4.1.3 Operator Assisted Local Usage**

**A. Peak Rates:**

	Business		Residence	
	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>
Band A	\$0.0380	\$0.0143	\$0.0347	\$0.0089
Band B	\$0.0760	\$0.0380	\$0.0708	\$0.0204
Band C	\$0.1140	\$0.1140	\$0.0950	\$0.0950

\* Residence Band A is untimed at \$0.0520 per call Peak for Sent Paid/Operator Assisted calls where local call is billed to the originating telephone.

**B. Shoulder Peak Rates:**

	Business		Residence	
	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>
Band A	\$0.0380	\$0.0143	\$0.0312	\$0.0080
Band B	\$0.0760	\$0.0380	\$0.0637	\$0.0184
Band C	\$0.1140	\$0.1140	\$0.0950	\$0.0950

\* Residence Band A is untimed at \$0.0468 per call Shoulder Peak for Sent Paid/Operator Assisted calls where local call is billed to the originating telephone.

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 4 - RATES, CONT.**

**4.1 Local Exchange Monthly Recurring Service Rates (contd.)**

4.1.3 Operator Assisted Local Usage (contd.)

C. Off-Peak Rates:

	Business		Residence	
	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>
Band A	\$0.0380	\$0.0143	\$0.0208	\$0.0054
Band B	\$0.0760	\$0.0380	\$0.0425	\$0.0123
Band C	\$0.1140	\$0.1140	\$0.0950	\$0.0950

\* Residence Band A is untimed at \$0.0312 per call Off-Peak for Sent Paid/Operator Assisted calls where local call is billed to the originating telephone.

4.1.4 Local Usage Market Service Areas 4, 5, 10, 12, 13 and 16

A. Local Service Area Flat Rate Service

Applies in addition to Network Access Line Charges in Section 4.1.1 above.

	<u>Business MRC</u>	<u>Residence MRC</u>
Rate Group 1 (7,000 or less access lines)	\$8.88	\$3.66
Rate Group 2 (7,001 - 15,000 access lines)	\$9.79	\$3.90
Rate Group 3 (15,001 - 25,000 access lines)	\$10.74	\$4.13
Rate Group 4 (25,001 - 45,000 access lines) \$11.64		\$4.32
Rate Group 5 (45,001 - 80,000 access lines) \$12.54		\$4.61
Rate Group 6 (80,001 - 120,000 access lines)	\$13.49	\$4.89
Rate Group 7 (120,001 - 180,000 access lines)	\$14.39	\$5.18
Rate Group 8 (180,001 - 260,000 access lines)	\$15.34	\$5.46
Rate Group 9 (260,001 - 480,000 access lines)	\$16.25	\$5.75
Rate Group 10 (480,001 - 620,000 access lines)	\$17.15	\$5.99
Rate Group 11 (620,001 - 780,000 access lines)	\$18.10	\$6.27

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES, CONT.**

**4.1 Local Exchange Monthly Recurring Service Rates (contd.)**

4.1.4 Local Usage Market Service Areas 4, 5, 10, 12, 13 and 16 (contd.)

B. Message Rate Service

Applies in addition to Network Access Line Charges in 4.1.1 above.

	<u>Business Per Call</u>	<u>Residence Per Call</u>
Date Rate (8 a.m. - 8 p.m. weekdays)	\$0.0450	\$0.0450
Evening Rate (8 p.m. - 8 a.m. weekdays, weekends and holidays)	\$0.0300	\$0.0300

**4.2 PBX Trunks**

4.2.1 Network Access Line Charge

	<u>Business MRC</u>
Access Area A	\$4.75
Access Area B	\$7.80
Access Area C	\$11.28

4.2.2 Local Usage, Market Service Areas 1, 2, 3, 6, 7, 9 and 15

Local Usage rates apply in addition to Network Access Line Charges in Section 4.2.1 above.

	<u>1<sup>st</sup> Min.</u>	<u>Business Addt. Min.</u>
Band A	\$0.0380	\$0.0143
Band B	\$0.0760	\$0.0380
Band C	\$0.1140	\$0.1140

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES, CONT.**

**4.2 PBX Trunks (contd.)**

4.2.3 Operator Assisted Local Usage

	Business	
	<u>1<sup>st</sup> Min.</u>	<u>Addt. Min.</u>
Band A	\$0.0380	\$0.0143
Band B	\$0.0760	\$0.0380
Band C	\$0.1140	\$0.1140

4.2.4 Local Usage Market Service Areas 4, 5, 10, 12, 13 and 16

A. Local Area Service Flat Rate Service

Applies in addition to Network Access Line Charges in Section 4.1.1 above.

	Business <u>MRC</u>
Rate Group 1 (7,000 or less access lines)	\$19.86
Rate Group 2 (7,001 - 15,000 access lines)	\$21.47
Rate Group 3 (15,001 - 25,000 access lines)	\$23.09
Rate Group 4 (25,001 - 45,000 access lines)	\$24.70
Rate Group 5 (45,001 - 80,000 access lines)	\$26.32
Rate Group 6 (80,001 - 120,000 access lines)	\$27.93
Rate Group 7 (120,001 - 180,000 access lines)	\$29.55
Rate Group 8 (180,001 - 260,000 access lines)	\$31.16
Rate Group 9 (260,001 - 480,000 access lines)	\$32.78
Rate Group 10 (480,001 - 620,000 access lines)	\$34.39
Rate Group 11 (620,001 - 780,000 access lines)	\$36.01

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201



---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES, CONT.**

**4.2 PBX Trunks (contd.)**

4.2.4 Local Usage Market Service Areas 4, 5, 10, 12, 13 and 16 (contd.)

B. Message Rate Service

Applies in addition to Network Access Line Charges in 4.2.1 above.

	<u>Business Per Call</u>
Date Rate (8 a.m. - 8 p.m. weekdays)	\$0.0450
Evening Rate (8 p.m. - 8 a.m. weekdays, weekends and holidays)	\$0.0300

**4.3 Service Charges**

4.3.1 Service Ordering Charges

Service Ordering Charge applies to receiving, recording, and processing of information necessary to execute a customer's request for service. Establish Charge applies to customer requests to establish telephone service or to move telephone service from one premises to another. Add or Change Charge applies to customer requests to add or change telephone service, including transfer of service. Record Work Only charges apply to changes or additions to Directory Listings, changes in payment responsibility and changes in customer records.

	<u>Business NRC</u>	<u>Residence NRC</u>
Establish Charge	\$33.11	\$18.15
Add or Change Charge	\$0.00	\$4.75
Record Work Only Charge	\$0.00	\$3.80

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES, CONT.**

**4.3 Service Charges (contd.)**

**4.3.2 Line Connection (Central Office) Charge**

Line connection charge pertains to the performing of all or part of the operations associated with the connection of a central office line, including, but not limited to, circuit design work and establishing or changing C.O. connections.

Business <u>NRC</u>	Residence <u>NRC</u>
\$16.63	\$19.48

**4.3.3 Premises Work Charge**

Premises Work Charges apply for all customer-requested installation, move, change, rearrangement, and replacement of equipment, excluding customer premises wiring. Simple Services apply to direct line exchange service where services terminate on the same premises in only one or two line sets and/or single button sets. Otherwise, Complex Premises Work Charges apply. Higher charges apply for worked performed after hours and on holidays.

	Business <u>NRC</u>	Residence <u>NRC</u>
Simple Services, first 15 minutes	\$16.15	\$16.15
Simple Services, ea. addt. 15 minutes	\$10.45	\$10.45
Complex Services, first 15 minutes	\$28.03	\$28.03
Complex Service, ea. addt. 15 minutes	\$10.93	\$10.93

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 4 - RATES, CONT.**

**4.3 Service Charges (contd.)**

**4.3.4 Other Changes**

Other Change charges apply to changes in wiring or programs involving rearrangement of line terminations, terminal line numbers and method of terminal line operation. Also applies to line changes requested by customers, including, but not limited to, change in line feature operation, changing or rearranging hunting service.

Business <u>NRC</u>	Residence <u>NRC</u>
\$7.13	\$7.13

**4.3.5 Restoral of Service**

Applies when a customer's service is restored after having been disconnected but a Company service order to terminate has not been completed. This charge does not apply to the first restoral of a customer's service during a calendar year.

Business <u>NRC</u>	Residence <u>NRC</u>
\$11.78	\$11.78

**4.4 End User Common Line**

	Business <u>MRC</u>	Residence <u>MRC</u>
Primary Residential Line	N/A	\$4.50
Additional Residential Line	N/A	\$4.50
Single Line Business	\$4.50	N/A
Multiline Business	\$4.50	N/A

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

---

SECTION 4 - RATES, CONT.

**4.5 PIC Change Charge**

\$5.00 per occurrence.

**4.6 Direct Inward Dialing (DID)**

Business  
MRC

Each group of 10 numbers \$0.95

**4.7 DID Trunk Termination**

NRC Business  
MRC

Each DID Trunk terminated in		
Central Office, per trunk	\$31.30	19.00
Subsequent additions or rearrangements	\$262.41	-

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

RESOLD LOCAL EXCHANGE TELEPHONE SERVICE

---

SECTION 4 - RATES, CONT.

4.8 Non-Packaged Features

Service charges are not applicable when features are added to existing service if installed within 30 days of the date on which features are initially available from the serving central office.

	<u>Business</u> <u>MRC</u>	<u>Residence</u> <u>MRC</u>	<u>Per Call</u>
Call Waiting	\$4.75	\$2.14	
Call Forwarding Variable	\$4.75	\$2.14	
Three Way Calling	\$4.75	\$2.14	\$0.75
Speed Calling 8 code	\$4.75	\$4.75	
Speed Calling 30 code	\$4.75	\$4.75	
Multi-ring, per number (up to 2 #s)	\$4.75	\$2.14	
Talking Call Waiting	N/A	\$2.38	
Busy Line Transfer	\$0.57	\$0.43	
Alternate Answering	\$0.57	\$0.38	
Customer Control Option for Alternate Answering and Busy Line Transfer	\$0.95	\$0.95	
Busy Line Transfer, Alternate Answering, Message Waiting Tone	\$0.95	\$0.95	
Message Waiting Indication	\$0.29	\$0.29	
Easy Call	\$4.75	\$4.75	
Special Delivery Feature	\$0.14	\$0.14	
Star Code Access to Voice Mail	\$0.48	\$0.29	
Remote Call Forwarding, per initial feature	\$18.53	n/a	
Remote Call Forwarding, per addt. feature	\$13.25	n/a	

---

Issued: , 2004

Effective: , 2004

**Issued By:** Paul Butler, Vice President  
 Empire One Telecommunications, Inc.  
 55 Washington Street, 9th Floor  
 Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES, CONT.**

**4.9 Advanced Custom Calling Features**

	<u>Business MRC</u>	<u>Residence MRC</u>	<u>Per Use</u>
Call Return	\$4.75	\$2.14	*
Repeat Dialing	\$4.75	\$2.14	\$0.75
Call Screening	\$4.75	\$2.14	
Caller ID	\$7.60	\$4.70	
Caller ID with Name	\$9.50	\$5.61	
Privacy Manager	\$4.70	\$3.80	

\* Available on a \$0.75 per use basis for business customers, and a \$0.50 per use basis for residence customers.

	<u>Business NRC</u>	<u>Residence NRC</u>
Call Trace, per successful trace	\$0.00	\$0.00

**4.10 Service Packages**

4.10.1 Residence Economy Local Solution Package:

\$22.99 per month.

4.10.2 Residence Complete Local Solution Package:

\$35.25 per month.

4.10.3 Residence 2-line Complete Local Solution Package:

Access Area A	\$45.60 per month
Access Areas B & C	\$48.45 per month

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 4 - RATES, CONT.**

**4.10 Service Packages (contd.)**

4.10.4 Residence Economy Solution Package:

Access Area A	\$19.15 per month
Access Area B	\$22.00 per month
Access Area C	\$22.00 per month

4.10.5 Residence Economy Solution Plus Package:

Access Area A	\$20.00 per month
Access Area B	\$22.85 per month
Access Area C	\$22.85 per month

4.10.6 Residence Sensible Solution Package:

Access Area A	\$23.28 per month
Access Area B	\$26.13 per month
Access Area C	\$26.13 per month

4.10.7 Residence Sensible Solution Plus Package:

Access Area A	\$24.13 per month
Access Area B	\$26.98 per month
Access Area C	\$26.98 per month

4.10.8 Residence Basic Choice ®:

\$11.88 per month

4.10.9 The Basics ® for Business:

\$18.00 per month

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES, CONT.**

**4.10 Service Packages (contd.)**

4.10.10 Residence Flat Rate Package

Access Area A	\$18.22 per month
Access Area B	\$21.05 per month
Access Area C	\$24.35 per month

4.10.11 Residence Enhanced Flat Rate Package

Access Area A	\$51.25 per month
Access Area B	\$54.10 per month
Access Area C	\$54.10 per month

**4.11 Toll Restriction**

NRC applies per line for all features added or changed at the same time, except when a Line Connection Charge is otherwise applicable.

	Residence <u>NRC</u>	Residence <u>MRC</u>
Per Line	\$2.38	\$5.65

**4.12 Operator Intercept - Temporary**

Service Ordering charge also applies. Regular Intercept Referral is provide free of charge for the first four months, then extension service is available to business customers for a maximum of eight months at \$5.70 per month.

Business <u>NRC</u>	Residence <u>NRC</u>
\$2.76	1.84

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201



---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 4 - RATES, CONT.**

**4.13 Directory Listings**

	Business		Residence	
	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>	<u>MRC</u>
Non-listed	n/a	\$0.48	\$3.80	\$0.48
Non-published	n/a	\$1.28	\$3.80	\$1.14
Additional Listings -				
Chicago & Chicago Suburban Exchanges	n/a	\$4.75	\$3.80	\$0.78
Other Exchanges	n/a	\$4.75	\$3.80	\$0.55

**4.14 IntraLATA Dial Station Rates**

All Market Service Areas

**4.14.1 Day Rates**

	Business		Residence	
	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>
1 - 10 miles	\$0.1131	\$0.0551	\$0.1140	\$0.1140
11 - 16 miles	\$0.1606	\$0.0772	\$0.1140	\$0.1140
17 - 22 miles	\$0.1995	\$0.1017	\$0.1140	\$0.1140
23 - 40 miles	\$0.1995	\$0.1017	\$0.1140	\$0.1140
41 + miles	\$0.2090	\$0.1539	\$0.1140	\$0.1140

**4.14.2 Evening Rates**

	Business		Residence	
	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>
1 - 10 miles	\$0.1036	\$0.0515	\$0.1140	\$0.1140
11 - 16 miles	\$0.1464	\$0.0669	\$0.1140	\$0.1140
17 - 22 miles	\$0.1805	\$0.0934	\$0.1140	\$0.1140
23 - 40 miles	\$0.1805	\$0.0934	\$0.1140	\$0.1140
41 + miles	\$0.1900	\$0.1349	\$0.1140	\$0.1140

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
 Empire One Telecommunications, Inc.  
 55 Washington Street, 9th Floor  
 Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES, CONT.**

**4.14 IntraLATA Dial Station Rates (contd.)**

4.14.3 Night Weekend Rates

	Business		Residence	
	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>
1 - 10 miles	\$0.0754	\$0.0475	\$0.1140	\$0.1140
11 - 16 miles	\$0.1039	\$0.0509	\$0.1140	\$0.1140
17 - 22 miles	\$0.1330	\$0.0686	\$0.1140	\$0.1140
23 - 40 miles	\$0.1330	\$0.0686	\$0.1140	\$0.1140
41 + miles	\$0.1425	\$0.1113	\$0.1140	\$0.1140

**4.15 IntraLATA Operator Assisted Rates**

All Market Service Areas

4.15.1 Day Rates

	Business		Residence	
	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>
1 - 10 miles	\$0.2185	\$0.1900	\$0.2185	\$0.1900
11 - 16 miles	\$0.2280	\$0.2185	\$0.2280	\$0.2185
17 - 22 miles	\$0.2280	\$0.2185	\$0.2280	\$0.2185
23 - 40 miles	\$0.2470	\$0.2280	\$0.2470	\$0.2280
41 + miles	\$0.2470	\$0.2280	\$0.2470	\$0.2280

4.15.2 Evening Rates

	Business		Residence	
	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>
1 - 10 miles	\$0.2185	\$0.1900	\$0.2185	\$0.1900
11 - 16 miles	\$0.2280	\$0.2185	\$0.2280	\$0.2185
17 - 22 miles	\$0.2280	\$0.2185	\$0.2280	\$0.2185
23 - 40 miles	\$0.2470	\$0.2280	\$0.2470	\$0.2280
41 + miles	\$0.2470	\$0.2280	\$0.2470	\$0.2280

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES, CONT.**

**4.15 IntraLATA Operator Assisted Rates (contd.)**

4.15.3 Night Weekend Rates

	Business		Residence	
	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>	<u>1<sup>st</sup> Minute</u>	<u>Ea. Added Min.</u>
1 - 10 miles	\$0.2185	\$0.1900	\$0.2185	\$0.1900
11 - 16 miles	\$0.2280	\$0.2185	\$0.2280	\$0.2185
17 - 22 miles	\$0.2280	\$0.2185	\$0.2280	\$0.2185
23 - 40 miles	\$0.2470	\$0.2280	\$0.2470	\$0.2280
41 + miles	\$0.2470	\$0.2280	\$0.2470	\$0.2280

**4.16 Local and Toll Operator Service Charges**

	<u>Business Per Call</u>	<u>Residence Per Call</u>
Station-to-Station		
- Billed to Third Number	\$2.71	\$2.71
- Collect	\$2.71	\$2.71
Calling Card, Automated Available		
- Customer Dialed	\$1.45	\$1.45
- Operator Dialed	\$2.95	\$2.95
Calling Card, Automated Not Available		
- Operator Must Assist	\$1.45	\$1.45
Person-to-Person	\$4.88	\$4.88
Busy Line Verification - Local	\$0.80	\$0.80
Busy Line Verification - Toll	\$2.00	\$2.00
Busy Line Interrupt - Local	\$1.80	\$1.80
Busy Line Interrupt - Toll	\$7.00	\$7.00

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

---

**SECTION 4 - RATES, CONT.**

**4.17 Directory Assistance**

\$0.95 per call.

**4.18 Returned Check Charge**

\$15.00 per check

**4.19 Presubscribed Interexchange Carrier Charge (PICC)**

A monthly PICC shall be charged to each telephone number that is presubscribed to carrier per the following:

	<u>InterLATA Rate</u>
Primary residential line	\$0.062876/line
Additional or secondary residential line	\$0.062876/line
Single line business line	\$0.062876/line
Multi-line business line	\$0.062876/line
Centrex line	\$0.006986/line
ISDN BRI	\$0.041366/primary telephone number
ISDN PRI	\$0.013669/trunk

---

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201

---

**RESOLD LOCAL EXCHANGE TELEPHONE SERVICE**

---

**SECTION 5 - INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

**5.1 Individual Case Base (ICB) Arrangements**

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

---

**Issued:** , 2004

**Effective:** , 2004

**Issued By:** Paul Butler, Vice President  
Empire One Telecommunications, Inc.  
55 Washington Street, 9th Floor  
Brooklyn, New York 11201